

WEIL, GOTSHAL & MANGES LLP

Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrock, P.C. (*pro hac vice*)
(ray.schrock@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)
New York, NY 10153-0119
Tel: (212) 310-8000
Fax: (212) 310-8007

KELLER BENVENUTTI KIM LLP

Tobias S. Keller (#151445)
(tkeller@kbbkllp.com)
Jane Kim (#298192)
(jkim@kbbkllp.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: (415) 496-6723
Fax: (415) 636-9251

Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the lead case,
No. 19-30088 (DM)*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**STIPULATION BETWEEN THE
DEBTORS AND SAP INDUSTRIES, INC.
EXTENDING TIME TO FILE
OBJECTION TO CONTRACT
ASSUMPTION AND PROPOSED CURE
AMOUNTS**

[No Hearing Requested]

1 This stipulation and agreement for order (“**Stipulation and Agreement for Order**”) is
2 entered into by PG&E Corporation and Pacific Gas and Electric Company, as debtors and
3 debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the
4 “**Chapter 11 Cases**”), and SAP Industries, Inc. (“**SAP**”). The Debtors and SAP are referred to
5 in this Stipulation and Agreement for Order collectively as the “**Parties**,” and each as a “**Party**.”
6 The Parties hereby stipulate and agree as follows:

7 **RECITALS**

8 A. On March 17, 2020, the United States Bankruptcy Court for the Northern District
9 of California (the “**Bankruptcy Court**”) entered an Order (the “**Solicitation Procedures**
10 **Order**”) that, among other things, approved the disclosure statement for the *Debtors’ and*
11 *Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Under Chapter 11 of the*
12 *Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, and
13 together with all exhibits and schedules thereto, the “**Plan**”). In accordance with the Solicitation
14 Procedures Order, the Debtors commenced solicitation of their Plan on or about March 30, 2020,
15 and the hearing to consider confirmation of the Plan is scheduled for May 27, 2020.

16 B. Consistent with the provisions of the Plan, on May 1, 2020, the Debtors filed that
17 certain *Notice of Filing of Plan Supplement in Connection with Debtors’ and Shareholder*
18 *Proponents’ Joint Chapter 11 Plan of Reorganization dated March 16, 2020* [Docket No. 7037]
19 (the “**Plan Supplement**”). The Debtors’ proposed schedule of executory contracts and
20 unexpired leases (the “**Schedule of Assumed Contracts**”¹) to be assumed under the Plan and
21 corresponding proposed Cure Amounts were set forth as Exhibit B to the Plan Supplement.

22 C. Consistent with the provisions of the Plan, and as set forth in the Schedule of
23 Assumed Contracts and the related notices served on counterparties to any agreements listed in
24 the Schedule of Assumed Contracts, any objection by a counterparty to an executory contract or
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26 _____
27 ¹ Capitalized terms used but not herein defined have the meanings ascribed to such terms in the
28 Schedule of Assumed Contracts.

unexpired lease to (i) any Cure Amount, (ii) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or (iii) any other matter pertaining to assumption, assumption and assignment, or the Cure Amounts required by section 365(b)(1) of the Bankruptcy Code (each, an “**Objection**”) was required to be filed, served, and actually received by the Debtors before the deadline set to file objections to confirmation of the Plan, at 4:00 p.m. (Prevailing Pacific Time) on May 15, 2020 (the “**Objection Deadline**”).

D. Counsel for SAP has requested, and counsel for the Debtors has agreed, to extend the Objection Deadline for SAP to file an Objection as set forth herein.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER, THAT:

1. The time for the SAP to file and serve an Objection is extended through 4:00 p.m. (Prevailing Pacific Time) on May 19, 2020.

2. This Stipulation shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof and shall supersede all prior agreements and understandings relating to the subject matter hereof.

3. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

4. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

[Signatures on Next Page]

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Dated: May 15, 2020

WEIL, GOTSHAL & MANGES LLP
KELLER BENVENUTTI KIM LLP

/s/ Matthew Goren
Matthew Goren

*Attorneys for Debtors
and Debtors in Possession*

Dated: May 15, 2020

BROWN & CONNERY, LLP

/s/ Donald Ludman
Donald Ludman

Attorneys for SAP Industries, Inc.